

SEP-20-2002 11:42

FROM-OREGON STATE OFFICE BUREAU OF LAND MGT

+503 808 6540

T-145 P.002/002 F-057

(Form 1511-2)

United States Department of the Interior
Bureau of Land ManagementAMENDMENT OF REQUEST FOR
APPLICATION/MODIFICATION OF
ASSISTANCE AGREEMENT

Page 1 of 1 Pages

1. AMENDMENT/MODIFICATION NO

2

2. EFFECTIVE DATE

September 19, 2002

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER

USDI - Bureau of Land Management
Branch of Procurement Management (952)
PO Box 2965
Portland, OR 97208-2965

5. ADMINISTERED BY (If other than Item 4)

6. NAME AND ADDRESS OF RECIPIENT (No. street, county, state and ZIP)

Pacific States Marine Fisheries Commission
Pam Kahut - Chief, Fiscal Operations
45 SE 82nd Dr, Suite 100
Gladstone, OR 97027

(✓)

7A. AMENDMENT OF REQUEST FOR
APPLICATION NO.

7B. DATED

✓

8A. MODIFICATION OF ASSISTANCE
AGREEMENT NO.

HAA023001

8B. DATED

September 3, 2002

9. THIS ITEM ONLY APPLIES TO AMENDMENTS OF REQUEST FOR APPLICATION

☐ The above numbered Request is amended as set forth in Item 10. The hour and date specified for receipt of Applications ☐ is extended, ☐ is not extended.

Applicants must acknowledge receipt of this amendment prior to the hour and date specified in the Request or as amended, by one of the following methods:

a) By completing Items 6 and 1A, and returning - copies of the amendment; b) By acknowledging receipt of this amendment on each copy of the Application submitted; or c) By separate letter or telegram which includes a reference to the Request for Application and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF APPLICATIONS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR APPLICATION. If by virtue of (b) or (c).

10. DESCRIPTION OF AMENDMENT/MODIFICATION (attach additional pages if needed)

WILLAMETTE RESTORATION INITIATIVE, SALEM DISTRICT, OREGON

Deobligate \$21,626.00 by mutual agreement of the parties.

Except as provided herein, all terms and conditions of the document referenced in Item 7A or 8A above, as heretofore changed, remain unchanged and in full force and effect.

11. ACCOUNTING AND APPROPRIATION DATA (If required)

OR080 1920 PB 4937 252Z -21,626.98 Orig Req R-0204991

12. IMPORTANT: Recipient ☐ is not, ☒ is required to sign the document and return _____ copies to the issuing office.

13A. NAME AND TITLE OF SIGNER (Type or print)

Pam Kahut
Fiscal Manager

14A. NAME AND TITLE OF ASSISTANCE OFFICER (Type or print)

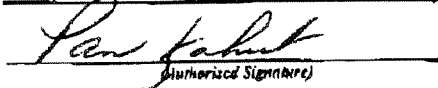
Steven D. Shapiro

13B. RECIPIENT/APPLICANT


13C. DATE SIGNED

14B. UNITED STATES OF AMERICA

14C. DATE SIGNED


(Authorized Signature)

9/20/02


(Signature of Assistance Officer)

9/20/02

Agreement No. HAA023001
Modification No. 1
September 4, 2002
Page 2 of 3

1. Refer to Block 6 of Standard Form 1511-1 (Assistance Agreement cover sheet) and change the Phone Number for Jose Linares to 503-375-5642.
2. Refer to Block 11 of Standard Form 1511-1 (Assistance Agreement cover sheet) and change the Completion Date from September 30, 2003 to September 30, 2004.
3. Section I. Statement of Joint Objectives, Paragraph A., page 3 of 13, entitled Purpose is revised to read:

"This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Oregon State Office (BLM) on behalf of all the Districts within Oregon/Washington, and the Pacific States Marine Fisheries Commission, (Authorized by Congress in 1947 as a regional commission dedicated to resolving fishery issues in the western states) as fiscal agent, on behalf of the Willamette Restoration Initiative (WRI), for the purpose of maximizing staff and program capacities with limited financial resources; and to promote, integrate, and coordinate efforts to protect and restore the health of public and private lands in the Willamette Basin."

3. Section III. Project Management Plan, page 7 of 13, Paragraph B. "The BLM agrees to:" is revised to read, "The Salem BLM agrees to provide the following in kind contribution(s) to WRI in support of this agreement:"

4. Refer to Section V. Financial Support and add the following as Paragraph F., which provides for the issuance of Task Orders under this agreement:

- A. This agreement may be funded by issuance of TOs based on the availability of BLM funding.
- B. Funds obligated for a specific TO but not expended in that FY may be carried forward and expended in the subsequent FY.
- C. TOs will specify the NTE dollar amounts. The BLM shall not be obligated to pay for nor shall PSMFC be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that TO.

TASK ORDERS

- A. Task orders may be undertaken as part of this agreement specifying certain functions or services PSMFC will provide and the funding levels provided.
- B. A task order may be modified by agreement of the parties at any time. If any task orders are issued or modified they will be issued in writing by the AO and must be signed by PSMFC and the AO to be effective.

Agreement No. HAA023001

Modification No. 1

September 4, 2002

Page 3 of 3

C. A task order will contain:

1. A statement of work that details the goods, services and/or personnel that will be provided under the task order.
2. Any necessary drawings and/or location maps.
3. The delivery schedule, completion time, type/amount of work to be performed, and start/end dates for personnel which have been negotiated.
4. A cost proposal with a breakdown of itemized costs and not-to-exceed total amount.
5. Any other detail or information necessary.

SEP-20-2002 11:42 FROM: OREGON STATE OFFICE BUREAU OF LAND MGT +503 808 6540 T-145 P.002/002 F-057

(Form 1001)
(FEB 1989)

United States Department of the Interior
 Bureau of Land Management

**AMENDMENT OF REQUEST FOR
 APPLICATION/MODIFICATION OF
 ASSISTANCE AGREEMENT**

Page 1 of 1 Pages

1. AMENDMENT/MODIFICATION NO

2

2. EFFECTIVE DATE

September 19, 2002

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER

USDI - Bureau of Land Management
 Branch of Procurement Management (952)
 PO Box 2965
 Portland, OR 97208-2965

5. ADMINISTERED BY (If other than Item 4)

6. NAME AND ADDRESS OF RECIPIENT (No. street, county, state and ZIP)

Pacific States Marine Fisheries Commission
 Pam Kahut - Chief, Fiscal Operations
 45 SE 82nd Dr, Suite 100
 Gladstone, OR 97027

(✓)

7A. AMENDMENT OF REQUEST FOR
 APPLICATION NO.

7B. DATED

✓

8A. MODIFICATION OF ASSISTANCE
 AGREEMENT NO.

HAA023001

8B. DATED

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9. THIS ITEM ONLY APPLIES TO AMENDMENTS OF REQUEST FOR APPLICATION

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Applicants must acknowledge receipt of this amendment prior to the hour and date specified in the Request or as amended, by one of the following methods:

a) By completing Items 6 and 13, and returning - copies of the amendment; b) By acknowledging receipt of this amendment on each copy of the Application submitted; or c) By separate letter or telegram which includes a reference to the Request for Application and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF APPLICATIONS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR APPLICATION. If by virtue of (b),

10. DESCRIPTION OF AMENDMENT/MODIFICATION (attach additional pages if needed)

WILLAMETTE RESTORATION INITIATIVE, SALEM DISTRICT, OREGON

Deobligate \$21,626.00 by mutual agreement of the parties.

Except as provided herein, all terms and conditions of the document referenced in Item 7A or 8A above, as heretofore changed, remain unchanged and in full force and effect.

11. ACCOUNTING AND APPROPRIATION DATA (If required)

OR080 1920 PB 4937 252Z -21,626.98 Orig Req R-0204991

12. IMPORTANT: Recipient ☐ is not, ☒ is required to sign the document and return _____ copies to the issuing office.

13A. NAME AND TITLE OF SIGNER (Type or print)

Pam Kahut
 Fiscal Manager

14A. NAME AND TITLE OF ASSISTANCE OFFICER (Type or print)

Steven D. Shapiro

13B. RECIPIENT/APPLICANT


13C. DATE SIGNED

14B. UNITED STATES OF AMERICA

14C. DATE SIGNED


 (Authorized Signature)

9/20/02


 (Signature of Assistance Officer)

9/20/02

Form 1511-1
(February 1989)

United States Department of the Interior
Bureau of Land Management

PAGE 1 OF PAGES 13

1. AGREEMENT NO.
HAA023001

2. TASK ORDER NO.

3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER

Steven D. Shapiro
Bureau of Land Management
P.O. Box 2965
Portland, Oregon 97208
503-952-6227

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT

Pacific States Marine Fisheries Commission
Pam Kahut - Chief - Fiscal Operations
45 SE 82nd Drive, Suite 100
Gladstone, OR 97027

6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE

Jose Linares
Bureau of Land Management
Salem District Office
1717 Fabry Road, SE
Salem, OR 97306
(503) 808-6382

7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S OPERATIONS MANAGER

Pacific States Marine Fisheries Commission
45 SE 82nd Drive, Suite 100
Gladstone, OR 97027

8. PROGRAM STATUTORY AUTHORITY
See Attached Document

9. STARTING DATE Reference date in block 17b

10. EFFECTIVE DATE Reference date in block 17b

11. COMPLETION DATE September 30, 2002³ pk

12. TYPE OF RECIPIENT (Check one)

- ☒ STATE
☐ LOCAL GOVERNMENT
☐ INDIAN TRIBAL GOVERNMENT
☐ EDUCATIONAL INSTITUTION
☐ INDIVIDUAL
☐ FOR-PROFIT ORGANIZATION
☒ NON-PROFIT ORGANIZATION
☐ OTHER (SPECIFY)

13. FUNDING INFORMATION

| | Recipient | BLM |
|---------------------|-----------|---------------------------|
| This obligation | \$ _____ | \$45,790.00 |
| Previous obligation | \$ _____ | \$ _____ |
| Total obligation | \$ _____ | \$45,790.00 ⁹⁸ |

Share Ratio _____ % _____ %

14. ACCOUNTING AND APPROPRIATION DATA

OR080 6333 PB 252Z \$24,164.00
OR080 1920 PB 4937 252Z \$21,626.98

R-0204991

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES

Assistance agreement between the USDI Bureau of Land Management and the Pacific States Marine Fisheries Commission (See attached pages)

16a. NAME AND TITLE OF SIGNER (Type or print)

Pam Kahut, Fiscal Manager

17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print)

Steven D. Shapiro

16b. RECIPIENT

Pam Kahut
(Authorized Signature)

16c. DATE
SIGNED
8-30-02

17b. UNITED STATES OF AMERICA

BY

Steven D. Shapiro
(Signature of Assistance Officer)

17c. DATE
SIGNED

9/3/02

COOPERATIVE AGREEMENT
between
Pacific States Marine Fisheries Commission
and
The Bureau of Land Management
HAA023001

I. Statement of Joint Objectives

A. Purpose.

This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Salem District Office (BLM), and the Pacific States Marine Fisheries Commission, (Authorized by Congress in 1947 as a regional commission dedicated to resolving fishery issues in the western states) as fiscal agent, on behalf of the Willamette Restoration Initiative (WRI), for the purpose of maximizing staff and program capacities with limited financial resources; and to promote, integrate, and coordinate efforts to protect and restore the health of public and private lands in the Willamette Basin.

B. Objective.

The objectives of this Assistance Agreement is to provide a means of joint cooperation between the BLM and WRI in order to:

1) provide BLM with increased capacity to develop partnerships that reach across public ownership boundaries to sustain the health, diversity, and productivity of the public lands for the use and enjoyment of present and future generations.

2) implement Executive Order 13061, the American Heritage River Initiative, and

3) to increase WRI's operational capacity by providing office space for up to 4 permanent WRI and 4 temporary employees, furniture, and equipment. (See Section III.B of this Agreement)

C. Authority.

1. Federal Land Policy and Management Act of 1976 (FLPMA) (Public Law 94-579, Section 307 (b)) states, "Subject to the provisions of applicable law, the Secretary may enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands."

2. The Omnibus Consolidated Appropriations Act of 1997, Wyden Amendment (Public Law 104-208, Section 124, as amended (Public Law 105-277, Section 136), states, "appropriations made for the BLM may be used by the Secretary of Interior for the purpose of entering into

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form for certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

cooperative agreements with the heads of other Federal agencies, tribal, State and local government, private and nonprofit entities, and landowners for the protection, restoration, and enhancement of fish and wildlife habitat and other resources on public or private land and the reduction of risk from natural disaster where public safety is threatened that benefit these resources on public lands within the watershed."

3. *Secure Rural Schools and Community Self Determination Act of 2000*, PL 106-393 (16 U.S.C. 500) authorizes the BLM and FS to: 1) Promote the stabilization of payments to counties to provide funding for schools and roads as a supplement to other available funds 2) Create additional employment opportunities through, projects that improve the maintenance of existing infrastructure, implement stewardship objectives that enhance forest ecosystems and restore and improve land health and water quality 3) Improve cooperative relationships among the people that use and care for Federal Lands and the agencies that manage these lands. *Title II* of the Act addresses Special Projects on Federal Lands, Cooperative Agreements and Contracts. *Agreements* may be entered into with Federal Agencies, State and local governments, private and nonprofit entities, and landowners for the protection, restoration and enhancement of fish and wildlife habitat and other resource objectives consistent with the purposes of this title on Federal land and on non-Federal land where projects would benefit these resources on Federal land.

D. Benefits to the Public.

Improve effectiveness of noxious weed control programs; improve coordination and communication with State, federal and, local weed control programs, private landowners and other organizations; increase opportunities for public information and education and outreach to a wide variety of audiences; improve access for funding sources to address noxious weed awareness and control activities; and increase opportunities to develop public/private partnerships.

Increase opportunities to coordinate efforts to implement national, regional and local programs, which will involve private landowners and other stakeholders in the decision-making with the intent to empower and encourage them to make voluntary commitments to watershed restoration and habitat restoration.

Develop and implement innovative approaches to integrate regional resource management by supporting regional and national initiatives.

Meet the intent of the American Heritage River (AHR) initiative to support community efforts to obtain additional funds and resources for local needs and promote cooperation and assistance from federal agencies.

II. Definitions.

A. Agreement: This Assistance Agreement.

B. Assistance Officer (AO): The BLMs Assistance Officer. The AO is the only individual authorized to obligate funds, award, modify or terminate this agreement.

C. Assistance Representative (AR): The BLMs Assistance Representative. The AR will be designated for the purpose of administering the technical aspect of the agreement. The AR is authorized to clarify technical requirements, and to review and approve work, which is clearly within the scope of the work specified in this agreement. The AR is not authorized to issue changes or in any other way modify this agreement.

D. American Heritage River (AHR) Initiative: Is the federal activities authorized and initiated through Executive Order 13061.

E. BLM: means the Bureau of Land Management. Also be referred to as Bureau.

F. CFR: Code of Federal Regulations.

G. Fiscal Year (FY): The Federal fiscal year, which extends from October 1 of one year through September 30 of the following year.

H. OMB: Office of Management and Budget.

I. Project Inspector (PI): The BLM's project inspector. At the time of award, a BLM employee(s) may be appointed as the PI. If appointed, the PI will be responsible for providing on-site inspection of the work and for giving the WRI representative any special instructions, guidance, or training necessary to complete or perform the work. The PI will not be authorized to issue changes or in any way modify the agreement.

J. Project Manager: The recipient's Project Manager. This is the individual who is responsible for conducting necessary day-to-day operations involving this Assistance Agreement.

K. PSMFC: Pacific States Marine Fisheries Commission

L. Responsible Official: The recipients responsible official is the individual who is authorized to act for the recipient's organization and commit the recipient to compliance with the terms and conditions of this agreement.

M. River Navigator: Is the partners employee assigned to implement the AHR initiative who functions as a liaison between the basin communities (cities, counties, watershed councils, districts) and the federal government. May also be referred to as the Navigator.

N. Willamette Provincial Interagency Executive Committee (PIEC): The federal agencies involved in regular coordination associated with implementation of the Northwest Forest Plan within the Willamette basin. Managers with responsibility for land and resource management or implementation of federal regulations within the Willamette basin are generally included. For purposes of this agreement, the Oregon State Office of BLM is also included.

O. WRI: The Willamette Restoration Initiative. May also be referred to as recipient.

III. Project Management Plan.

A. WRI agrees to provide assistance to BLM in several forms. The total estimated value of the WRI contributions are estimated to exceed \$500,000. Specifically, the contributions are:

1. Develop a Watershed Technical Assistance Program (TAP). The estimated value of TAP is \$250,000 for fiscal year 2002 through 2003. TAP will:

- a. Provide a neutral forum that engages multiple partners in a process to identify specific technical assistance needs of watershed councils, soil and water conservation districts and local governments and match those needs with potential assistance providers.
- b. Provide long term and short term guidance and direction for the Technical Assistance Program coordinator.
- c. Develop and maintain a basin wide database of assistance needs and sources.
- d. Write grants and take related actions to develop alternative sources of funding to support the administration and technical services of a TAP.

2. Provide direction for a Willamette Basin Invasive Weed Management Partnership. This program has an estimated value of \$30,000 during fiscal years 2002 through 2003. The program will:

- a. Convene and facilitate private, State, and Federal invasive weed interests in a neutral forum to establish regional and local weed management and public education strategies.
- b. Provide long term and short term guidance and direction for the basin ^{Wpk}side Weed Management Coordinator.
- c. Develop specific strategies for reducing noxious weed infestations within the basin.
- d. Write grants and take related actions to support the administration of Weed Management Areas, local weed control boards and public education activities.

3. Convene federal and state government interagency processes, (federal and state) and facilitate a process to establish joint work plans to address the Willamette Restoration Strategy critical actions. The value of WRI staff time devoted to coordination with federal agencies is estimated to exceed \$50,000 per fiscal year.

4. Be the primary Community Partner for the AHR initiative. Based on existing AHR grants administered by WRI and WRI staff time in support of existing AHR initiatives, the value of the WRI contribution to AHR is estimated to be approximately \$175,000 during fiscal years 2002 and 2003. This activity will:

- a. Serve as the umbrella organization for AHR program planning and implementation. WRI will Chair an AHR Community Partners Group.
- b. Select and provide long term and short term guidance and direction for the River Navigator who will implement the AHR initiative for the Willamette River.

- c. Prepare and maintain a document defining Willamette River community needs and potential federal programs and resources to help meet those needs.
- d. Write grants and take related actions to identify and obtain funding source sources to meet community needs. Each fiscal year, at least \$1 million of specific grant proposals should be prepared and at least \$400,000 in funding obtained for Willamette River community needs.
- e. Examples of activities and benefits which should be included in AHR annual work plans include:
 - Leveraging federal resources for local watershed assessments and action plans.
 - Helping to streamline federal permitting or consultation processes associated with land management activities.
 - Helping local governments resolve compliance issues or contribute to recovery plans associated with the Endangered Species Act.
 - Leveraging assistance to local communities for developing and implementing plans for riverfront revitalization.
 - Send a clear message that Willamette basin residents are working together and are committed to local solutions to environmental issues.
 - Raising local awareness of the history and heritage of the river by providing assistance for community outreach.

B. The BLM agrees to:

1. Provide a 10 foot by 12 foot office space (for each individual) for up to four permanent WRI employees. In addition, smaller work spaces will be made available for up to four short term, temporary employees or volunteers. The office space shall be equipped with basic office furniture (desk, chair, file cabinet) on an availability basis. Restroom facilities, general overhead lighting, heating and cooling and carpeting of the office area are provided.
2. Use of copy and fax machines, local telephone service (~~excludes long distance calls~~), voice mail, electronic mail and access to internet. Access to the BLM Intranet sites and all employee E-mail distribution lists will be restricted since they are intended for "internal use only" and contain non-public information. WRI shall maintain a private post office box as a mailing address and shall be responsible for their mail pick-up, delivery, postage and any other shipping charges. Office supplies (in reasonable quantities) provided by BLM are restricted to items normally stocked in the Salem BLM warehouse. WRI shall observe warehouse open hours and policies when requesting supplies.

3. Provide computer services that include information services hardware/software setup (BLM standard programs), technical support/help desk and maintenance. All requests for support shall be communicated through the Salem District Help Desk. BLM shall maintain WRI computers to BLM standards.

4. Provide use of conference rooms subject to their availability on a first-come, first-reserved basis and shall comply with the Salem District policy. Available audio/visual and computer equipment shall be limited to on-site use. Off site use of this equipment shall depend on availability and must be signed out through the warehouse.

5. Limited storage space is available in the BLM warehouse and may be allowed on a space-availability basis. Limited parking in the designated employee parking area lot) shall be provided. BLM shall provide restricted building entry key cards that allow WRI employees access to the office building during specific hours. Lost key cards are subject to a \$25 replacement fee. Use of Government-owned or leased vehicles is prohibited.

These services are recognized as BLM's in-kind contribution to this Assistance Agreement.

IV. Term of Agreement.

This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect until 30 September 2003, unless terminated in accordance with the provisions of 43 CFR, Subpart C, Section 12.84.

V. Financial Support.

A. This agreement shall be funded each FY based on the availability of BLM funding. The WRI hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.

B. Funds obligated but not expended in one FY can be carried forward and expended in the subsequent FY.

C. \$200,000/fiscal year represents the NTE amount for which the BLM will be responsible under the terms of this agreement. The BLM shall not be obligated to pay nor shall the WRI be obligated to perform any effort that will require the expenditure of BLM funds above the NTE amount. This figure does not include the funds transferred to BLM from other federal agencies in support of WRI and/or AHR.

D. The anticipated support for AHR by the federal partners, including BLM, to this agreement for fiscal year 2002 and 2003 is:

| <u>Agency</u> | <u>2002</u> | <u>2003</u> | <u>Total</u> |
|---------------|-------------|-------------|--------------|
| BLM | \$25,000 | \$50,000 | \$75,000 |
| USFS | \$50,000 | \$0 | \$50,000 |

| | | | |
|-------|----------|----------|----------|
| USFWS | \$19,000 | \$19,000 | \$38,000 |
|-------|----------|----------|----------|

| | | | |
|--------|-----------|--------|-----------|
| Total: | \$ 94,000 | 69,000 | \$163,000 |
|--------|-----------|--------|-----------|

Additional funding may be provided as other agencies agree to provide support.

E. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.924.

VI Payments.

A. Electronic Funds Transfer Payments

1. Payment under this agreement will be made by the Government by electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH)).

2. After award, but no later than 14 days before an invoice or agreement financing request is submitted, the Recipient shall designate a financial institution for receipt of electronic funds transfer payments (SF-3881), and shall submit this designation to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

3. If a designation has been submitted to the BLM under a previous agreement it is not necessary to complete another SF-3881 unless you are changing your designation of financial institution.

B. The WRI shall be entitled to reimbursement at least quarterly, upon submission of an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the AR. Payments shall be governed by the provisions of 43 CFR Subpart C, Section 12.61 and 12.81.

C. If advance payments are made the WRI must submit a Federal Cash Transaction Report, SF 272 to the Assistance Officer 15 working days following the end of each quarter.

D. Advance payments shall be made only in amounts necessary to meet current disbursement needs and shall be scheduled so that the funds are available only immediately prior to their disbursement.

VII. Property Management and Disposition.

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart C, Section 12.71 through 12.74.

VIII. Deliverables and Reports.

A. Work plans: WRI will develop annual work plans and proposed budgets for all activities identified in this Agreement (See Section IIIA). The work plans should include specific objectives expected to be accomplished in each activity (Watershed Technical Assistance Program (TAP), Willamette Basin Invasive Weed Management Partnership, Federal and State Work Plan Coordination, and American Heritage Rivers). The plans and budgets will be submitted to and approved by the Willamette PIEC at the beginning of this Agreement and in advance of each following fiscal year.

B. Progress reports: WRI will provide written semi-annual reports of progress toward work plan objectives to the Willamette PIEC. The report should include a summary of activities and accomplishments related to all activities.

C. Deliverables: WRI will demonstrate the efficient and effective implementation of existing funds and services and the development and delivery of new funds and services to the Willamette basin communities. Improvements, increases or additional services beyond the existing condition is expected. General and specific deliverables for each activity are identified in Section IIIA of this Agreement.

IX. Key Officials.

A. Assistance Officer (AO)
Steven Shapiro
Bureau of Land Management
Oregon State Office
Telephone Number (503) 808-6227

B. Assistance Representative (AR)

Jose Linares
Bureau of Land Management
Salem District Office
Telephone (503) 375-5646

C. Project Inspector (PI)

Paul Jeske
Bureau of Land Management

Salem District Office
Telephone Number (503) 375-5644

D. Responsible Official (RO)

Dennis Wise
P.O. 13026
Salem, OR 97309
Telephone: 503-375-5648

X. Special Terms and Conditions.

A. Order of Precedence

Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; (e) all Agreement sections, documents, exhibits, and attachments; and (f) all documents, exhibits, and attachments.

B. Modifications

This agreement may be modified by written agreement signed by both a WRI Responsible Official and the Assistance Officer. Administrative changes (i.e. AA name change) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the AO.

C. Procurement Procedures

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

D. Deposit of Publications

Two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XI. General Provisions.

- A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.
- B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs is incorporated by reference.
- C. OMB Circular A-87, Cost Principles for State and Local Governments is incorporated by reference.
- D. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.
- E. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters .Primary Covered Transaction and completed Form DI-201 0 are incorporated by reference.

F. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I (Grantees other than individuals) and completed Form DI2010 are incorporated by reference.

G. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are *incorporated* by reference.

H. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 1998, Public Law 105-83, 111 Stat. 1590, be advised of the following:

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

Recipient agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 .Buy American Requirements for Assistance Programs.

I. Grant/Cooperative Agreement Provision

Recipient shall not use any part of the appropriated funds from the Interior and Related Agencies Appropriation Act, FY 1998. for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

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